सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 200

e-Stamp

Certificate No.	:	IN-KA01636314965506T
Certificate Issued Date	:	13-Sep-2021 04:00 PM
Account Reference	:	NONACC (FI)/ kaksfcl08/ MALLATHALLI/ KA-BA
Unique Doc. Reference	:	SUBIN-KAKAKSFCL08615396134449647
Purchased by	:	SHIPRAMA CONSULTING ENGINEERS PVT LTD
Description of Document	:	Article 12 Bond
Description	:	AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	EXECUTIVE ENGINEER SWD DASARAHALLI ZONE BBMP
Second Party	:	SHIPRAMA CONSULTING ENGINEERS PVT LTD
Stamp Duty Paid By	:	SHIPRAMA CONSULTING ENGINEERS PVT LTD
Stamp Duty Amount(Rs.)	:	200 (Two Hundred only)

Please write or type below this line

AGREEMENT

Agreement No: BBMP/EE/SWD/DHZ/AGMT /05/2021-22 Dated: 13-09-2021

This Agreement, made on **13 day of September 2021** between, Bruhath Bangalore Mahanagara Palike represented by **Executive Engineer, Storm Water Drain, Dasarahalli Zone, Bruhath Bangalore Mahanagara Palike,** 9th floor Jayanagara Shopping Complex,4th block Jayanagara Bangalore-560011 (hereinafter called "The Employer") and, On the other hand, M/s. Shiprama Consulting Engineers Pvt Ltd,#1048, Gangubhai Hangal Road, Sir M. Vishveshwaraiah layout, 8th Block Extension,Near Gidadakonenahalli, Bangalore-560091

Executive Engineer (SWD)
Dasarahalli Zone, BBMP

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Whereas the Employer is desirous that the " **Providing Project Management Consultancy Service For Proposed Construction Of SWD Drain At Abbigere Police Station Road To Juice Factory In Ward No.12".** (hereinafter called 'the Contract") **Estimated Cost amounting Rs. 700.00 Lakhs** Based on SR 2018-19 PWD BCSR and assigned **Job Code no 012-21-000002** (hereinafter called 'the Works") and the employer has accepted the tender by the consultants for the execution and completion of such Works and the remedying of any defects therein at a Contract Price of **Rs 9,00,000.00 (Rupees Nine Lakhs only)**.

WHEREAS

(a) The Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) The Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached here to shall be deemed to form an integral part of this Contract:
   (a) The General Conditions of Contract (hereinafter called "GC");
   (b) The Special Conditions of contract (hereinafter called "SC");
   (c) The following Appendices:
   Appendix A: Description of the Services -As per TOR
   Appendix B: Reporting Requirements - Not applicable
   Appendix C: Key Personnel and Sub-consultants - As Per TOR
   Appendix D: Services and Facilities to be provided by the Client
   Appendix E: Breakdown of Contract Price in Indian Rupees
   Appendix F: Form of Guarantee for Performance security

a	Total Value of the work as detailed in Annexure	:	**Rs 9,00,000.00 (Rupees Nine Lakhs only)**
b	Bank Guarantee / Security Deposit (5% of Contract Value)	:	**Rs 45,000.00 (Rs Forty Five Thousand only) No: 7465IGPER000221** Date: **27-08-2021 To 26-08-2022** from Bank of Baroda ,Vishveshwaraiah Layout Branch, Bangalore
c	Time of Completion	:	12 Months from date of issue of Work order or Till completion of project
d	Period of Maintenance	:	1 Months from the date of issue of completion certificate by competent Authority BBMP.

SHARAN Consulting Engineers Pvt. Ltd. Bangalore

Executive Engineer (SWD)
Dasarahalli Zone, BBMP

LIST OF PERSONNAL:

Name	Position	Remarks/Task Assigned
1. Sri M B Naik	Managing Director	Overall In charge
2. Sri Shivakumar Ajur	Director	Structural Engineer
3. Sri Prasad	Director	Geotechnical Engineer
4. Sri Irayya Benalmath	Team Leader	Team Leader/Quality Control
5. Sri Manohar Tofin	Team Leader	Team Leader/Quality Control
6. Sri Veeresh Allur	Project Engineer	In charge of Site & Quantity Surveyor
7. Sri Yatish K G	Project Engineer	In charge of Site & Quantity Surveyor
8. Sri Praveen Gowda	Site Engineer	In charge of Site
9. Sri Akash G C	Site Engineer	In charge of Site
10. Sri Vinay Kumar	Site Engineer	In charge of Site
11. Sri Veeresh Hiremath	Surveyor	Conducting Survey for Levels
12. Smt Nandini B G	Cad Draftsman	Generating Level & Quantity Calculation.
13. Smt Tanuja Koppad	Cad Draftsman	Generating Level & Quantity Calculation.

PAYMENT SCHEDULE:

During Course of Construction of Work at site Till Completion of Work.	90% of the total fee will be paid on Pro-Rata Basis in Consistent with the value of work executed & bill paid to contractor.
On revised cost of entire project & completion of work in all respect to the satisfaction of the client & certified by engineers in charge & after submission of final report	Balance 10% of total fee (to be paid within 1 month of completion of work)

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:
   (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
   (b) The Client shall make payments to the Consultants in accordance with the provisions of the Contract.

3. Refund of Security Deposit amount will be refunded after completion of maintenance period (1 months) from the date of issue of Completion Certificate / from the Date of Final Bill.

IN WITNESS WHERE OF, the Parties here to have caused this Contract to be signed in their respective names as of the day and year first above written.

The Executive Engineer ,Storm water drain, Dasarahalli Zone , Bruhath Bangalore Mahanagara Palike ,9th Floor, Jayanagara Shopping Complex, 4th Block, Jayanagara, Bangalore-11 was here unto affixed in the Presence of Signed, Sealed and Delivered by the said .

Binding Signature of Employer _____

Binding Signature of Consultant_____

Witness:

Consultant
M/s. Shiprama Consulting Engineers Pvt Ltd
Date:
Place: Bangalore

SHIPRAMA Consulting Engineers Pvt. Ltd. Bangalore

Executive Engineer
Date:
Place: Bangalore

Executive Engineer (SWD)
Dasarahalli Zone, BBMP

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Services:**
   (i) The Consultant shall perform the services specified in Attachment A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").

   (ii) The Consultant shall provide the personnel listed in Attachment B, "Consultant's Personnel" to perform the Services.

   (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Attachment C, "Consultant's Reporting Obligations".

2. **Term:**
   The Consultant shall perform the Services during the period commencing and continuing through or any other period as may be subsequently agreed by the parties in writing.

3. **Payment:**
   A. Ceiling
   For Services rendered pursuant to Attachment A, the Client shall pay the Consultant an amount not to exceed **Rs. 9,00,000/-** (Rupees Nine Lakhs Only inclusive of service tax]. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

   B. Schedule of Payments
   The schedule of payments shall be as under[1]:

During Course of Construction of Work at site Till Completion of Work.	90% of the total fee will be paid on Pro-Rata Basis in Consistent with the value of work executed & bill paid to contractor.
On revised cost of entire project & completion of work in all respect to the satisfaction of the client & certified by engineers in charge & after submission of final report	Balance 10% of total fee (to be paid within 1 month of completion of work)

   C. Payment Conditions:
   Payment shall be made in Indian Rupees, following submission by the consultant of invoices in duplicate to the Coordinator designated in clause 4.

4. **Contract Administration:**

   A. Coordinator:

   The Client designates Executive Engineer, SWD – Dasarahalli Zone as Client's Coordinator. The Coordinator shall be responsible for the coordination of activities under the Contract, for acceptance and approval of the reports and other deliverables by the Client and for receiving and approving invoices for the payment.

SHIPRAMA Consulting Engineers Pvt Ltd. Bangalore

Executive Engineer (SWD)
Dasarahalli Zone, BBMP

B. Reports

The reports listed in Attachment C, "Consultant's Reporting Obligations" Shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under clause 3.

5. Performance Standards:

The Consultant undertakes to perform the services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Ownership of Material:

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultants for the Client under the Contract shall belong and remain the property of the Client. The Consultants may retain a copy of such documents and software; but shall not use them for purposes unrelated to this Contract without prior written approval of the Client.

7. Consultants not to be engaged in certain activities:

The Consultants agree that during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, shall be disqualified from providing goods, works or services(other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

8. Insurance:

The Consultant will be responsible for appropriate insurance coverage. In this regard, the Consultant shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Consultant shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with the services which result from the fault of the Consultant or its staff. The Consultant shall provide the Client with certification thereof up on request.

9. Assignment:

The Consultant shall not assign this Contract or to sub-contract any portion without the Client's prior written consent.

11. Law governing the Contract:

The contract shall be governed by the Laws of India.

SHIPRAMS Consulting Engineers Pvt. Ltd. Bangalore

Executive Engineer (SWD)
Dasarahalli Zone, BBMP

12. **Indemnify the Client:**

The Consultant shall indemnify and hold harmless the Client against any and all claims, demands and/or judgments of any nature brought against the Client arising out of the Services by the Consultant and its staff under the Contract. The obligation under this Clause shall survive the termination of the Contract.

13. **Taxes:**

The Consultant shall pay the taxes, duties, fees, levies and other impositions payable under the Applicable Law. The Client will perform such duties in this regard to the deduction of such tax as may be lawfully imposed. However Consultancy Service tax payable for providing this Consultancy Services shall be paid / reimbursed by the Client separately.

For the Consultants

Signed by: Shrinivas Iyengar Ajjer

Name and designation : Director

SHRAVAN Consulting Engineers Bangalore

For the Client

Signed by:

Name and designation

Executive Engineer (SWD)
Dasarahalli Zone, BBMP

Attachment A

Terms of Reference and Scope of Services

The Consultancy will perform the principal services outlined below as a part of responsibility for the supervision of the works by providing qualified professional staff with relevant experience to carry out the assignment. The services will include but not be limited to the following:

a) Represent the interest of the BBMP vis-à-vis the Contractor in any manner related to the construction contract and the proper execution thereof.

b) Furnish for the use of the Contractor all necessary topographic survey data as required for setting out of all permanent and temporary works.

c) Review and recommend for approval the Contractor's work schedule or revisions thereto and any such plans or programmes that the Contractor is obliged to furnish for approval. The consultant shall also prepare and submit a disbursement schedule for approval.

d) Assess the adequacy of all inputs such as materials and labours provided by the Contractor and his methods of work in relation to the required rate of progress and when required, take appropriate action in order to expedite progress. Keep and regularly update a list of the Contractor's equipment (and its condition) to ensure compliance with the Contractor's commitment in his bid.

e) Inspect and evaluate all Contractor's installations, shops and warehouses and other accommodation to ensure compliance with the terms and conditions of contract.

f) Examine and make recommendations on all claims from the Contractor for extension of time, extra compensation, work or expenses or other similar matters.

g) Compute quantities of approved and accepted work and materials and check, certify and make recommendations on the Contractor's Running Bills and final payment certificates. All payments shall be checked and countersigned by the Consultant. All bills for payment shall accompany with necessary Quality control test as per clause 200 of MORT&H.

h) Prepare and submit weekly/monthly reports on the progress of works, the Contractor's performance, quality of works and the project's financial status and forecasts.

i) Propose and present for the approval any changes in the Contract Documents that may be deemed necessary for the completion of works including information on any effect the changes may have on the contract amount and the time of completion of the project, and prepare all specifications and other details.

j) Provide legal advice no possible Contractor's claims.

k) Inform on problems or potential problems, which arise in connection with the works contract and make recommendations for possible solutions.

l) Maintain representatives at the site in such manner that adequate supervision of construction works is ascertained at all times when the Contractor is working

m) Provide timely assistance and direction to the Contractor in all matters related to the interpretation of the Contract Documents, ground survey controls, quality control testing and other matters related to contract compliance and progress of the project.

n) Organize the supervision of the works with proper allocation of responsibilities to the individual inspectors and also at least one engineer staff must be present at the site.

o) Prepare and maintain inspection and engineering reports and records to adequately document the progress and performance of the works.

SHIPRAMA Consulting Engineers Pvt. Ltd. Bangalore

Executive Engineer (SW)
Dasarahalli Zone, BBMP

p) Perform all survey measurements of completed or partial works where required for the determination of quantities.

q) Assure the receipts of, and maintain as permanent records, all warrants required under the terms of the Contract Documents for materials and equipment accepted and incorporated in the project. All local materials incorporated in their source are also to be approved and as built drawings to be prepared for all works by the contractor.

r) Organize and operate a materials laboratory on the basis of the provisions in the work contract and perform all laboratory and field testing of materials and products needed to assure that the quality as specified.

s) Inspect the safety aspects of the construction and temporary works to ensure that reasonable measures have been taken to protect life and property.

t) Before the issuance of the certificate of provisional acceptance, the Consultant shall carry out the necessary inspection, specify and supervise any remedial works to be carried out and recommend upon completion the inspection with representatives of the Contracting Authority and assist in issuing the certificate of substantial completion.

u) Submit after review, to the client one complete set of reproducible, revised contract drawings showing the "as constructed" project, to the extent requested by the client and to the extent possible from information provided by the Contractor or otherwise patently visible.

v) Perform all other tasks not specifically mentioned above but which are necessary, and essential to successfully supervise and control all construction activities in accordance with the terms of reference of the works contract.

w) Render services as project management consultant also to plan and for timely completion the project. The consultant shall examine the actual progress achieved vis-à-vis, the accepted programme on regular basis. If any shortfall is noticed, the consultant shall study the reasons for such shortfall with specific reference to the inadequacies in deployment of men, material and machinery at the site. The consultant shall bring to the notice of the contractor to provide adequate men, material and machinery at the site. The consultant shall bring to the notice of the contractor to provide adequate men, material and machinery that are absolutely essential to wipe off the accumulated shortfall over a reasonable time frame and also to prevent such occurrences of shortfall in future.

x) Provide BBMP with all details of progress achieved vis-à-vis, the accepted programme on regular basis. If there are repeated slippages between the actual progress and programme not withstanding the action taken by the consultant as stipulated in clause 7.1(sl), the consultant shall report to BBMP with all the facts and figures including reasons for such repeated slippages in progress. The consultant shall assist BBMP in issuing notices to the contractor for wiping off the accumulated shortfall within a reasonable time frame. The consultant shall also work out the penalties impossible as per the agreement and intimate to BBMP for taking necessary action.

y) To submit the test report conducted on construction materials and at site during execution of the work and after completion of the work like Mix Design, bitumen grade test, test on aggregates, Bitumen content, temperature at plant and at site, density test and other required and necessary test reports.

SHIPRAMA Consulting Engineers Pvt. Ltd. Bangalore

Executive Engineer (SWD)
Dasarahalli Zone, BBMP

Attachment B

Consultant's Personnel

Key personnel for the services shall consist of

Name	Position	Remarks/Task Assigned
1. Sri M B Naik	Managing Director	Overall In charge
2. Sri Shivakumar Ajur	Director	Structural Engineer
3. Sri Prasad	Director	Geotechnical Engineer
4. Sri Irayya Benalmath	Team Leader	Team Leader/Quality Control
5. Sri Manohar Tofin	Team Leader	Team Leader/Quality Control
6. Sri Veeresh Allur	Project Engineer	In charge of Site & Quantity Surveyor
7. Sri Yatish K G	Project Engineer	In charge of Site & Quantity Surveyor
8. Sri Praveen Gowda	Site Engineer	In charge of Site
9. Sri Akash G C	Site Engineer	In charge of Site
10. Sri Vinay Kumar	Site Engineer	In charge of Site
11. Sri Veeresh Hiremath	Surveyor	Conducting Survey for Levels
12. Smt Nandini B G	Cad Draftsman	Generating Level & Quantity Calculation.
13. Smt Tanuja Koppad	Cad Draftsman	Generating Level & Quantity Calculation.

SHIPRAMA Consulting Engineers Pvt Ltd. Bangalore

Executive Engineer (SWD)
Dasarahalli Zone, BBMP

Attachment C

Consultant's Reporting Obligations

Schedule of Reports

The Consultant shall prepare and submit three (3) copies to BBMP of each of the following reports and documents in English:

a) Inception report and QAP - Within 7 days after mobilization
b) Monthly progress reports - By the 5th of the each month
c) Final report (provisional acceptance) - One week after completion of the works
d) Q.A.Report - Along with the R.A,.Bills

Contents of Reports

a. Inception Report

The Inception report shall cover the following

- Reviewing Contractor's mobilization and work plan.
- Setting out Guidelines for Administering, Monitoring and evaluating project progress.
- Mode of co-operation with the BBMP, The concerned E.E and any other related organization(s).
- Quality Assurance programme.
- Plan inspection and report
- Pre-execution material testing reports

b. Monthly Progress Reports

The Monthly progress reports shall be brief and concise and provide means of closely monitoring project progress and forecasting construction costs, and shall cover the following:

- Main activities, undertaken and events for the period and progress report
- On the activities of the Contractor and supervision staff.
- Monitoring and Evaluation of project progress.
- Project accounts, payments of approved bills, claims, certificates of payments and variation orders.
- Summary of consultant's observations/results on Quality control tests.

c. Final Report

On completion of the project, the consultant shall prepare a final report which will form a comprehensive record of the construction works including any changes or modification of designs, problems encountered and solutions recommended operational procedures, expenses and variations.

All reports and documents relevant to the services, maps, field survey notes, computer programmes, etc., shall become the property of the BBMP. The consultant shall provide one reproducible copy each of constructional and as – built drawings.

SHIPRAM Consulting Engineers Pvt. Ltd. Bangalore

Executive Engineer (SWD)
Dr. Basarahalli Zone, BBMP